

Exhibit B

INCORPORATION SERVICE COMPANY

www.incspot.com

CSC- Springfield

801 Adlai Stevenson Drive

Springfield, IL 62703

217-544-5900

217-492-2727 (Fax)

Order# RZB/STONE WAREHOUSE

Project Id :

Additional Reference : NOT PROVIDED

Order# 180913-2
Order Date 06/15/2006Entity Name : STONE WAREHOUSE, LLC (Debtor)/ RZB FINANCE, LLC
(Secured Party)

Jurisdiction : IL-SECRETARY OF STATE

Request for : UCC Filing

File Type : ORIGINAL

Result : Filed

File Number : 11062849

Filing Date : 06/15/2006

Ordered by SONYA SZOT at GOLDBERG KOHN BELL BLACK ROSENBLUM & MORITZ, LTD.

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If you have any questions concerning this order or IncSpot, please feel free to contact us.

AREN S. PARR

aparr3@cscinfo.com

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

SECRETARY OF STATE
UNIFORM COMMERCIAL CODE

2006 JUN 15 AM 11:04

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGEMENT TO: (Name and address)

Corporation Service Company
P.O. Box 2900
Springfield, IL 62708

11062849 FS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

UCU106/15/06:05:2961:

20.00 MJ

SOSIL 13:29 11062849 FS

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
STONE WAREHOUSE, LLC

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

11 S. EISENHOWER LOMBARD IL 60148 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any

CORP IL 00660175 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
RZB FINANCE LLC

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

24 GRASSY PLAIN STREET BETHEL CT 06801 USA

4. This FINANCING STATEMENT covers the following collateral:

All assets of the Debtor, wherever located, whether now owned or existing or hereafter acquired or arising, together with all proceeds thereof.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) or recorded in the REAL ESTATE RECORDS. Attach Acknowledgement if applicable. 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

IL-Secretary Of State

180713-002 PKF

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Corporation Service Company
2711 Centerville Rd., Ste. 400
Baltimore, MD 21206

ACKNOWLEDGEMENT

CORPORATION SERVICE COMPANY

www.incspot.com

CSC- Springfield
801 Adlai Stevenson Drive
Springfield, IL 62703
217-544-5900
217-492-2727 (Fax)

Order# RZB/STONE WAREHOUSE
Project Id :
Additional Reference : NOT PROVIDED

Order# 180913-1
Order Date 06/15/2006

Entity Name : PYRAMID STONE MFG., INC. (Debtor)/ RZB FINANCE, LLC
(Secured Party)

Jurisdiction : IL-SECRETARY OF STATE

Request for : UCC Filing
File Type : ORIGINAL

Result : Filed

File Number : 11062857
Filing Date : 06/15/2006

Ordered by SONYA SZOT at GOLDBERG KOHN BELL BLACK ROSENBLUM & MORITZ, LTD.

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LAREN S. PARR
parr3@cscinfo.com

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SECRETARY OF STATE
UNIFORM COMMERCIAL CODE

2006 JUN 15 AM 11:04

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGEMENT TO (Name and Address)

Corporation Service Company
P.O. Box 269
Springfield, IL 62708

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
PYRAMID STONE MFG., INC.

OR
1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
11 S. EISENHOWER

1d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION
CORP

1f. JURISDICTION OF ORGANIZATION
IL

1g. ORGANIZATIONAL ID #, if any
57830786

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

2d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR(S) - insert only one secured party name (3a or 3b))

3a. ORGANIZATION'S NAME
RZB FINANCE LLC

OR
3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
24 GRASSY PLAIN STREET

4. This FINANCING STATEMENT covers the following collateral:
All assets of the Debtor, wherever located, whether now owned or existing or hereafter acquired or arising, together with all proceeds thereof.

5. ALTERNATIVE DESIGNATION (if applicable):
☐ LESSOR/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOER ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. ☐ Check Addition ☐ If applicable

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)
☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
182913-001 DXE

IL-Secretary Of State

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Corporation Service Company
2713 Canterbury Rd., Ste. 400
Wilmington, DE 19804

UCU106/15/06:05:2962:
20.00 MU
SDSIL 13:29 11062857 FS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

ACKNOWLEDGEMENT

INCORPORATION SERVICE COMPANY

www.incspot.com

CSC- Springfield
801 Adlai Stevenson Drive
Springfield, IL 62703
217-544-5900
217-492-2727 (Fax)

Order# 6024.001

Object Id :

Additional Reference : RZB/STONE WAREHOUSE

Order# 198576-3

Order Date 06/22/2006

Entity Name : CARLO VERISSIMO (Debtor)/ RZB FINANCE LLC (Secured Party)

Jurisdiction : IL-SECRETARY OF STATE

Request for : UCC Filing
File Type : ORIGINAL

Result : Filed

File Number : 11086284
Filing Date : 06/22/2006

Ordered by SONYA SZOT at GOLDBERG KOHN BELL BLACK ROSENBLUM & MORITZ, LTD..

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If you have any questions concerning this order or IncSpot, please feel free to contact us.

Colin M. Meyer
meyer@cscinfo.com

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

RECEIVED
SECRETARY OF STATE
UNIFORM COMM. CODE

2806 JUN 22 PM 2:49

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B.S.

Corporation Service Company
P.O. Box 2969
Springfield, IL 62770



UCU106/22/06:07:6573:

20.00 MU

SOSIL 15:23 11086284 FS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME			
OR	1b. INDIVIDUAL'S LAST NAME VERISSIMO	FIRST NAME CARLO	MIDDLE NAME SUFFIX
1c. MAILING ADDRESS 14 S. YORKSHIRE WOODS		CITY OAK BROOK	STATE IL
		POSTAL CODE 60523	COUNTRY USA
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION
			1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
2c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
			2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME			
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
3c. MAILING ADDRESS 24 GRASSY PLAIN STREET		CITY BETHEL	STATE CT
		POSTAL CODE 06801	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

Any existing or hereafter acquired shares of capital stock or membership interest of Debtor in Pyramid Stone Mfg., Inc., an Illinois Corporation, and Stone Warehouse, LLC, an Illinois Limited Liability Company, including without limitation, Debtor's interest as a stockholder and member in the voting, capital, income, profits and distributions thereunder, together with all proceeds thereof.

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOB	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (additional fee) (optional)		All Debtors Debtor 1 Debtor 2			

8. OPTIONAL FILER REFERENCE DATA

IL-Secretary of State

198576-003 CRE

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Corporation Service Company
2711 Centerville Rd., Ste. 600
Wilmington, DE 19801

ACKNOWLEDGEMENT
COPY

CORPORATION SERVICE COMPANY

www.incspot.com

CSC- Springfield
801 Adlai Stevenson Drive
Springfield, IL 62703
217-544-5900
217-492-2727 (Fax)

Order# 198576-2
Order Date 06/22/2006
Letter# 6024.001
Project Id :
Additional Reference : RZB/STONE WAREHOUSE

Entity Name : RODRIGO BISCAYA (Debtor)/ RZB FINANCE LLC (Secured Party)

Jurisdiction : IL-SECRETARY OF STATE

Request for : UCC Filing
File Type : ORIGINAL

Result : Filed

File Number : 11086276
Filing Date : 06/22/2006

Ordered by SONYA SZOT at GOLDBERG KOHN BELL BLACK ROSENBLOOM & MORITZ, LTD.

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Nicole M. Meyer
nmeyer@cscinfo.com

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UCU106/22/06:07:6572:
 20.00 MU
 SOSIL 15:23 11086276 FS

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEE

Corporation Service Company

P.O. Box 2969

Springfield, IL 62708



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1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S LAST NAME

BISCAYA

FIRST NAME

RODRIGO

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

14 S. YORKSHIRE WOODS

CITY

OAK BROOK

STATE

IL

POSTAL CODE

60523

COUNTRY

USA

1d. SEE INSTRUCTIONS

ADDL INFO RE
 ORGANIZATION
 DEBTOR

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #, if any

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADDL INFO RE
 ORGANIZATION
 DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (w/ NAME of TOTAL ASSIGNEE of ASSIGNOR, SEE) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

24 GRASSY PLAIN STREET

CITY

BETHEL

STATE

CT

POSTAL CODE

06801

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

Any existing or hereafter acquired shares of capital stock or membership interest of Debtor in Pyramid Stone Mfg., Inc., an Illinois Corporation, and Stone Warehouse, LLC, an Illinois Limited Liability Company, including without limitation, Debtor's interest as a stockholder and member in the voting, capital, income, profits and distributions thereunder, together with all proceeds thereof.

5. ALTERNATIVE DESIGNATION (if applicable)	LESSOR/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILEE	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (for recording) in the REAL ESTATE RECORDS. Attach Address (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)	8. All Debtors	Debtor 1	Debtor 2		

8. OPTIONAL FILER REFERENCE DATA

IL-Secretary Of State

198576-002 CRE

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC-1) (REV. 05/22/02)

Corporation Service Company
 2711 Canterbury Rd., Ste. 400
 Wilmington, DE 19808

ACKNOWLEDGEMENT
 COPY

CORPORATION SERVICE COMPANY

www.incspot.com

CSC- Springfield
801 Adlai Stevenson Drive
Springfield, IL 62703
217-544-5900
217-492-2727 (Fax)

Letter# 6024.001
Project Id :
Additional Reference : RZB/STONE WAREHOUSE

Order# 198576-1
Order Date 06/22/2006

Entity Name : TOMAS OROZCO (Debtor)/ RZB FINANCE LLC (Secured Party)

Jurisdiction : IL-SECRETARY OF STATE

Request for : UCC Filing
File Type : ORIGINAL

Result : Filed

File Number : 11086268
Filing Date : 06/22/2006

Ordered by SONYA SZOT at GOLDBERG KOHN BELL BLACK ROSENBLUM & MORITZ, LTD.

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Nicole M. Meyer
meyer@cscinfo.com

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2006 JUN 22 PM 2:49

UCU106/22/06:07:6571:

20.00 MJ
SOSIL 15:23 11086268 FS

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEE

Corporation Service Company

P.O. Box 29

Springfield, IL 62708



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1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S LAST NAME

OROZCO

FIRST NAME

TOMAS

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

6518 MCARTHUR DRIVE

CITY

WOODRIDGE

STATE

IL

POSTAL CODE

60517

COUNTRY

USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #, if any

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

24 GRASSY PLAIN STREET

CITY

BETHEL

STATE

CT

POSTAL CODE

06801

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

Any existing or hereafter acquired membership interest of Debtor in Stone Warehouse, LLC, an Illinois Limited Liability Company, including without limitation, Debtor's interest as a member in the voting, capital, income, profits and distributions thereunder, together with all proceeds thereof.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG, LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if applicable. 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2 ☐ ADDITIONAL FEE ☐ optional

8. OPTIONAL FILER REFERENCE DATA

IL-Secretary of State

1985 76-001 CRE

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Corporation Service Company
2711 Centerville Rd., Ste. 400
Wilmington, DE 19806

ACKNOWLEDGEMENT
COPY

CORPORATION SERVICE COMPANY

www.incspot.com

CSC- Springfield
801 Adlai Stevenson Drive
Springfield, IL 62703
217-544-5900
217-492-2727 (Fax)

Order# 6024.001

Project Id :

Additional Reference : RZB/STONE WAREHOUSE

Order# 198576-6
Order Date 06/22/2006

Entity Name : 11 S. EISENHOWER LLC (Debtor)/ RZB FINANCE LLC
(Secured Party)

Jurisdiction : IL-DU PAGE COUNTY

Request for : UCC Filing
File Type : ORIGINAL

Result : Filed

File Number : 06U-0459/R06-121973
Filing Date : 06/27/2006

Ordered by SONYA SZOT at GOLDBERG KOHN BELL BLACK ROSENBLUM & MORITZ, LTD.

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www.incspot.com.

If you have any questions concerning this order or IncSpot, please feel free to contact us.

Michelle M. Meyer
meyer@cscinfo.com

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. **SE** Corporation Service Company
P.O. Box 2969
Springfield, IL 62708



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME			
OR 11 S. EISENHOWER LLC			
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME
1c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
11 S. EISENHOWER		LOMBARD	IL 60148 USA
1d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION
		LLC	IL
			1g. ORGANIZATIONAL ID #, if any
			00842699
			<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME			
OR 2b. INDIVIDUAL'S LAST NAME			
2c. MAILING ADDRESS		FIRST NAME	MIDDLE NAME
		CITY	STATE POSTAL CODE COUNTRY
2d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
			2g. ORGANIZATIONAL ID #, if any
			<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR, if) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME			
OR RZB FINANCE LLC			
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME
3c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
24 GRASSY PLAIN STREET		BETHEL	CT 06801 USA

4. This FINANCING STATEMENT covers the following collateral:

All assets of the Debtor that are now or may become fixtures located on the real property described on Exhibit A attached hereto, whether now owned or hereafter acquired, together with all proceeds thereof.
(Real Estate Records - Fixture Filing)

DuPAGE COUNTY RECORDER

JUN 27 2006 -9 15 AM

Frank B. Kelly RECORDER

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AS. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for records) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		All Debtors Debtor 1 Debtor 2			

8. OPTIONAL FILER REFERENCE DATA

IL-Du Page County

2 pgs Attached

198576-006-CRE

FILING OFFICE COPY -- UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Corporation Service Company
2711 Centerville Rd., Ste. 400
Wilmington, DE 19804

**ACKNOWLEDGEMENT
COPY**

2006U - 0459

R2006-121973

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

8. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR **11 S. EISENHOWER LLC**

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

IL-Du Page County

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. SEE INSTRUCTIONS

ADDL INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE**12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only org name (12a or 12b)**

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ debtor to be cut off ☐ as-extended collateral, or is filed as a ☒ future filing.

14. Description of real estate:

See Exhibit A

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate
(if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY☐ Filed in connection with a Manufactured Home Transaction -- effective 30 years☐ Filed in connection with a Public Finance Transaction -- effective 30 years

FILING OFFICE COPY -- UCC FINANCING STATEMENT ADDENDUM (FORM UCC1A4) (REV. 03/22/02)

Corporation Service Company
2711 Centerville Rd., Ste. 400
Wilmington, DE 19804**ACKNOWLEDGEMENT
COPY**

EXHIBIT A

THE NORTH 215 FEET OF LOMBARD INDUSTRIAL PARK UNIT 7, A SUBDIVISION OF PART OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 5, 1976 AS DOCUMENT R76-53191, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-30-205-017

Property Address:

11 S. Eisenhower
Lombard IL, 60148

CORPORATION SERVICE COMPANY

www.incspot.com

CSC- Springfield
801 Adlai Stevenson Drive
Springfield, IL 62703
217-544-5900
217-492-2727 (Fax)

Letter# 6024.001
Project Id :
Additional Reference : RZB/STONE WAREHOUSE

Order# 198576-5
Order Date 06/22/2006

Entity Name : STONE WAREHOUSE, LLC (Debtor)/ ROYAL AMERICAN BANK
(Secured Party)

Jurisdiction : IL-SECRETARY OF STATE

Request for : UCC Filing
File Type : TERMINATION FILING

Original File Number : 7459912
Original File date : 08/22/2003

Result : Filed

File Number : 1589711
Filing Date : 06/22/2006

Ordered by SONYA SZOT at GOLDBERG KOHN BELL BLACK ROSENBLUM & MORITZ, LTD.

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.incspot.com.

If you have any questions concerning this order or IncSpot, please feel free to contact us.

Nicole M. Meyer
meyer@cscinfo.com

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

RECEIVED
SECRETARY OF STATE
UNIFORM COMM. CODE

2006 JUN 22 PM 2:49

UCU106/22/06:07:6583:
0.00 EKO0

SOSIL 15:25 1589711 TM

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SE

Corporation Service Company
P.O. Box 2969
Springfield, IL 62703



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

7459912 Date: 08/22/2003

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. ☒ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ **ASSIGNMENT** (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 8.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

☐ **CHANGE** name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

☐ **DELETE** name: Give record name to be deleted in Item 6a or 6b.

☐ **ADD** name: Complete Item 7a or 7b, and also Item 7c; also complete Items 7d-7g (if applicable).

B. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

STONE WAREHOUSE, LLC

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. **SEE INSTRUCTIONS**

ADD INFO RE
ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

TERMINATED

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME ROYAL AMERICAN BANK

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

IL-Secretary Of State

198576-005 CRE

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Corporation Service Company
2731 Centerville Rd., Ste. 400
Birmingham, AL 35204
**ACKNOWLEDGEMENT
COPY**

CORPORATION SERVICE COMPANY

www.incspot.com

CSC- Springfield
801 Adlai Stevenson Drive
Springfield, IL 62703
217-544-5900
217-492-2727 (Fax)

Order# 198576-4
Order Date 06/22/2006
Order# 6024.001
Project Id :
Additional Reference : RZB/STONE WAREHOUSE

Entity Name : PYRAMID STONE MFG., INC. (Debtor)/ ROYAL AMERICAN BANK (Secured Party)

Jurisdiction : IL-SECRETARY OF STATE

Request for : UCC Filing
File Type : TERMINATION FILING

Original File Number : 7459947
Original File date : 08/22/2003

Result : Filed

File Number : 1589712
Filing Date : 06/22/2006

Ordered by SONYA SZOT at GOLDBERG KOHN BELL BLACK ROSENBLUM & MORITZ, LTD.

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.incspot.com.

If you have any questions concerning this order or IncSpot, please feel free to contact us.

Nicole M. Meyer
myer@cscinfo.com

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

RECEIVED
SECRETARY OF STATE
UNIFORM COMM. CODE

2886 JUN 22 PM 2:49

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

UCU106/22/06:07:6584:

0.00 CK00

SOSIL 15:25 1589712 TM

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. Corporation Service Company
P.O. Box 2869
Springfield, IL 62708

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
7459947 Date: 08/22/2003

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (for recorded) in the REAL ESTATE RECORDS.

2. ☒ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ **ASSIGNMENT** (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 8.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.
☐ **CHANGE** name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. ☐ **DELETE** name: Give record name to be deleted in Item 6a or 6b. ☐ **ADD** name: Complete Item 7a or 7b, and also Item 7c, also complete Items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME
PYRAMID STONE MFG., INC.

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADD INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any ☐ NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
Describe collateral ☐ deleted or ☐ added, or give entire ☐ related collateral description, or describe collateral ☐ assigned.

TERMINATED

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME ROYAL AMERICAN BANK

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
IL-Secretary of State 198576-004 CRE

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Corporate Service Company
2111 Centerville Rd., Ste. 400
Wilmington, DE 19808

ACKNOWLEDGEMENT
COPY

Exhibit C



May 30, 2007

VIA FACSIMILE AND FEDERAL EXPRESS

See Attached Distribution List

Re: Notice of Events of Default

Ladies and Gentlemen:

Reference is made to that certain Loan and Security Agreement dated as of June 19, 2006 by and among Pyramid Stone Mfg., an Illinois corporation ("Pyramid Stone"), Stone Warehouse, LLC, an Illinois limited liability company ("Stone Warehouse" and, together with Pyramid Stone, collectively, the "Borrowers"), and RZB Finance LLC ("Lender") (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used herein and not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

The undersigned hereby notifies the Borrowers that Events of Default exist under (a) subsection 15(b) of the Loan Agreement including, without limitation, as a result of the default by (i) by Pyramid Stone under subsection 13(b)(i) of the Loan Agreement for failure to deliver the monthly financial information required by such subsection for the months ended April 30, 2007, (ii) by each Borrower under subsection 13(b)(ii) of the Loan Agreement for failure to deliver the annual financial information required by such section for the fiscal year ended December 31, 2006, (iii) by Stone Warehouse under subsection 14(a) of the Loan Agreement for failure to comply with the maximum leverage ratio set forth therein for the periods ended September 30, 2006, December 31, 2006 and March 31, 2007, (iv) by Pyramid Stone under subsection 14(a) of the Loan Agreement for failure to comply with the maximum leverage ratio set forth therein for the period ended September 30, 2006, (v) by each Borrower under subsection 14(b) of the Loan Agreement for failure to comply with the maximum account dilution percentage set forth therein for the periods ended December 31, 2006 and March 31, 2007, (vi) by each Borrower under subsection 14(d) of the Loan Agreement for failure to comply with the maximum account turnover time periods set forth therein for the periods ended December 31, 2006 and March 31, 2007, and (vii) by Stone Warehouse under subsection 14(e) of the Loan Agreement for failure to comply with the minimum inventory turnover ratio set forth therein for the periods ended December 31, 2006 and March 31, 2007, and (b) subsection 15(n) of the Loan Agreement including, without limitation, as a result of a material adverse change in the business, assets and financial condition of Stone Warehouse (the foregoing Events of Default are collectively referred to herein as the "Existing Events of Default").

The Existing Events of Default remain in existence as of the date hereof. The Existing Events of Default entitle the undersigned to exercise various rights and remedies

under the Loan Agreement, the Other Agreements and applicable law, including, without limitation, the right to increase the interest rate by 200 basis points, at the undersigned's discretion, without notice to any Borrower, pursuant to subsection 4(a) of the Loan Agreement. The Lender is presently evaluating all available courses of action relating to the Existing Events of Default. The undersigned reserves its right to exercise any of the rights and remedies available to the undersigned, at such time and place as may be elected by the undersigned. Nothing set forth herein shall be construed as a waiver by the undersigned of any such rights, and Lender's voluntary forbearance, if any, from exercising any of such rights or remedies is not intended (and should not be construed) as a waiver of the Existing Events of Default or a waiver of any rights and remedies with respect to them, all of which are reserved by the Lender. Although the Borrowers have been informed of the matters set forth herein, the undersigned shall have no obligation to inform any Borrower of any such or similar matters in the future, and nothing herein shall create such a duty.

We also are writing to notify the Borrowers that Agent and the Lender will require strict compliance with each and every term and condition of the Loan Agreement and the Other Agreements by the Borrowers and each other credit party signatory thereto. Without limiting the generality of the preceding sentence, Lender expects that the Borrowers and each other Obligor will cooperate fully with the Lender by, among other things, responding truthfully and completely to the Lender's requests for information about the Borrowers, the other Obligors and their respective assets.

Nothing contained in this letter or any delay on the part of Lender in exercising any of its rights and remedies under the Loan Agreement, the Other Agreements or applicable law shall be considered to be a waiver or modification thereof.

Very truly yours,

RZB FINANCE LLC, as Lender

By: 
 Name: CHRISTOPH HOEDL
 Title: Group Vice President

By: 
 Name: JOHN A. VALISKA
 Title: First Vice President

cc: Richard M. Kohn (via facsimile)
 Jessica L. DeBruin (via facsimile)

Exhibit D

THIRD AMENDMENT AND FORBEARANCE AGREEMENT

This THIRD AMENDMENT AND FORBEARANCE AGREEMENT ("Agreement") dated as of October 19, 2007, is made by and among PYRAMID STONE MFG., an Illinois corporation ("Pyramid Stone"), STONE WAREHOUSE, LLC, an Illinois limited liability company ("Stone Warehouse" and together with Pyramid Stone, the "Borrowers") and RZB FINANCE LLC ("Lender").

RECITALS:

WHEREAS, Lender and Borrowers have entered into certain financing arrangements pursuant to the Loan and Security Agreement dated as of June 19, 2006, by and among Lender and Borrowers (and as amended hereby, and as the same may have heretofore been or may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement");

WHEREAS, as of the date hereof, Borrowers are in default under the Loan Agreement as more particularly described below;

WHEREAS, the circumstances described herein constitute multiple Events of Default under the Loan Agreement and the Other Agreements;

WHEREAS, on September 29, 2007, Stone Warehouse executed that certain Trust Agreement and Assignment for the Benefit of Creditors (the "Trust Agreement"), pursuant to which, Stone Warehouse, among other things, assigned its assets to David Abrams, solely in his capacity as assignee;

WHEREAS, Borrowers have requested that Lender forbear from exercising its rights as a result of the Existing Defaults, which are continuing for a period of one week while Pyramid Stone's Consultant (as defined below) prepares certain reports, and that Lender provide further financial accommodations to Borrowers notwithstanding such Existing Defaults; and

WHEREAS, Lender is willing to agree to forbear from exercising certain of its rights and remedies and provide certain other financial accommodations to Borrowers solely for the period and on the terms and conditions specified herein;

NOW, THEREFORE, in consideration of the foregoing, and the respective agreements, warranties and covenants contained herein, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

1.1. **Interpretation.** All capitalized terms used herein (including the recitals hereto) shall have the respective meanings ascribed thereto in the Loan Agreement unless otherwise defined herein.

1.2. **Additional Definitions.** As used herein, the following terms shall have the respective meanings given to them below, and the Loan Agreement is hereby amended to include, in addition and not in limitation, each of the following definitions:

(a) "Existing Defaults" shall mean the Events of Default identified on Exhibit A hereto.

(b) "Forbearance Agreement" shall mean that certain Third Amendment and Forbearance Agreement dated as of October 19, 2007, by and among Lender and Borrowers, as it may be amended from time to time.

(c) "Forbearance Period" shall have the meaning set forth in Section 3.2(a) hereof.

SECTION 2. ACKNOWLEDGMENTS

2.1. **Acknowledgment of Liabilities.** Each of the Borrowers hereby acknowledges, confirms and agrees that as of the close of business on September 30, 2007, Borrowers are jointly and severally indebted to Lender in respect of the Liabilities in the principal amount of \$2,411,792.26, which includes interest, but excludes (a) attorney fees yet to be billed and (b) the Durkin Group field examination fee in the amount of \$6,637.65 for the Pyramid Stone audit. Without limiting the foregoing sentence, and for information purposes only, the amount of \$2,411,792.26 consists of: Pyramid Stone - \$1,530,512.63 (Principal - \$1,508,236.27, Interest - \$22,276.36, Other - \$0.00) and Stone Warehouse - \$881,279.63 (Principal - \$847,214.44, Interest - \$6,061.21, Attorneys Fees - \$23,843.25, Field Examination Fee - \$4,160.73). All such Loans, together with interest accrued and accruing thereon, and all fees, costs, expenses and other charges now or hereafter payable by Borrowers to Lender, are unconditionally owing by Borrowers to Lender, without offset, defense or counterclaim of any kind, nature or description whatsoever.

2.2. **Acknowledgment of Security Interests.** Each of the Borrowers hereby acknowledges, confirms and agrees that Lender has and shall continue to have valid, enforceable and perfected first-priority liens upon and security interests in the Collateral heretofore granted to Lender pursuant to the Loan Agreement and the Other Agreements or otherwise granted to or held by Lender, subject only to Permitted Liens.

2.3. **Binding Effect of Documents.** Each of the Borrowers hereby acknowledges, confirms and agrees that: (a) each of the Loan Agreement and the Other Agreements to which it is a party has been duly executed and delivered to Lender by each of the Borrowers, and each is and shall remain in full force and effect as of the date hereof except as modified pursuant hereto, (b) the agreements and Liabilities of each of the Borrowers contained in such documents and in this Agreement constitute the legal, valid and binding Liabilities of each of the Borrowers, enforceable against it in accordance with their respective terms, and neither of the Borrowers has a valid defense to the enforcement of such Liabilities, and (c) Lender is and shall be entitled to the rights, remedies and benefits provided for under the Loan Agreement and the Other Agreements and applicable law.

SECTION 3. FORBEARANCE IN RESPECT OF EXISTING DEFAULTS

3.1. **Acknowledgment of Default.** Each of the Borrowers hereby acknowledges and agrees that the Existing Defaults have occurred and are continuing, each of which constitutes an Event of Default and entitles Lender to exercise its rights and remedies under the Loan Agreement and the Other Agreements, applicable law or otherwise. Each of the Borrowers represents and warrants that, as of the date hereof, no other Events of Default exist other than the Existing Defaults. Each of the Borrowers hereby acknowledges and agrees that Lender has the exercisable right to declare the Liabilities to be immediately due and payable under the terms of the Loan Agreement and the Other Agreements.

3.2. Forbearance.

(a) In reliance upon the representations, warranties and covenants of each of the Borrowers contained in this Agreement, and subject to the terms and conditions of this Agreement and any documents or instruments executed in connection herewith, Lender agrees to forbear from exercising its rights and remedies under the Loan Agreement and the Other Agreements or applicable law in respect of or arising out of the Existing Defaults, for the period (the "Forbearance Period") commencing on the date hereof and ending on the date which is the earlier of: (i) October 26, 2007, or (ii) the occurrence or existence of any Event of Default, other than the Existing Defaults.

(b) Upon the termination of the Forbearance Period, the agreement of Lender to forbear shall automatically and without further action terminate and be of no force and effect, it being expressly agreed that the effect of such termination will be to permit Lender to exercise immediately all rights and remedies under the Loan Agreement and the Other Agreements and applicable law, including, but not limited to, (i) ceasing to make any further Loans and (ii) accelerating all of the Liabilities; in each case without any further notice to either Borrower, passage of time or forbearance of any kind.

3.3. No Other Waivers; Reservation of Rights.

(a) Lender has not waived, is not by this Agreement waiving, and has no intention of waiving, any Events of Default which may be continuing on the date hereof or any Events of Default which may occur after the date hereof (whether the same or similar to the Existing Defaults or otherwise), and Lender has not agreed to forbear with respect to any of its rights or remedies concerning any Events of Default (other than, during the Forbearance Period, the Existing Defaults to the extent expressly set forth herein) occurring at any time.

(b) Subject to Section 3.2 above (solely with respect to the Existing Defaults), Lender reserves the right, in its discretion, to exercise any or all of its rights and remedies under the Loan Agreement and the Other Agreements as a result of any other Events of Default occurring at any time. Lender has not waived any of such rights or remedies, and nothing in this Agreement, and no delay on its part in exercising any such rights or remedies, shall be construed as a waiver of any such rights or remedies.

3.4. **Additional Events of Default.** The parties hereto acknowledge, confirm and agree that any misrepresentation by either Borrower, or any failure of either Borrower to

comply with the covenants, conditions and agreements contained in this Agreement, any Other Agreement or in any other agreement, document or instrument at any time executed and/or delivered by either Borrower with, to or in favor of Lender shall constitute an Event of Default under this Agreement, the Loan Agreement and the Other Agreements. In the event any Person, other than Lender, shall at any time exercise for any reason (including, without limitation, by reason of any Existing Defaults, any other present or future Event of Default, or otherwise) any of its rights or remedies against either Borrower or any obligor providing credit support for such Borrowers' obligations to such other Person, or against Borrowers' or such obligor's properties or assets, such event shall constitute an Event of Default hereunder and an Event of Default under the Loan Agreement.

SECTION 4. AMENDMENTS Subject to the satisfaction of the conditions set forth in Section 7 below, and in reliance on the representations and warranties, covenants and other agreements set forth in this Agreement, the Loan Agreement is hereby amended as follows:

4.1. The definition of "Stone Warehouse Dilution Percentage" in Section 1 of the Loan Agreement is hereby deleted in its entirety.

4.2. The definition of "SW Maximum Revolving Loan Facility" in Section 1 of the Loan Agreement is hereby amended and restated as follows:

"SW Maximum Revolving Loan Facility" shall mean as of any particular date, the amount that Stone Warehouse owes Lender on that date as reflected in Lender's books and records.

4.3. The definition of "SW Revolving Loan Availability" in Section 1 of the Loan Agreement is hereby deleted in its entirety.

4.4. Section 4(a) of the Loan Agreement is hereby amended and restated in its entirety as follows:

"(a) Pyramid Stone shall pay to Lender interest on the outstanding principal balance of the Loans monthly in arrears on the first day of each month beginning on October 1, 2007, at the per annum rate of four percent (4.00%) plus the Reference Rate. Following the occurrence of an Event of Default (other than an Existing Default under the Forbearance Agreement), Pyramid Stone shall pay to Lender interest on the outstanding principal balance of the Loans at the per annum rate of eight and one-quarter percent (8.25%) plus the Reference Rate. Stone Warehouse shall pay to Lender interest on the outstanding principal balance of the Loans monthly in arrears on the first day of each month beginning on October 1, 2007, at the per annum rate of eight and one-quarter percent (8.25%) plus the Reference Rate."

4.5. Section 13 of the Loan Agreement is hereby amended and restated in its entirety to add subparagraph (t) thereto as follows:

"(t) Until the Liabilities are paid in full, no Borrower shall pay any amount or make any distribution on account of any subordinated debt or equity,

including to Bill Mass or Tomas Orozco (other than salary) or their successors or assigns."

4.6. Section 18 of the Loan Agreement is hereby amended and restated in its entirety as follows:

"18. **NOTICE.** All written notices and other written communications with respect to this Agreement shall be sent by ordinary, certified or overnight mail, by telecopy or delivered in person, and in the case of Lender shall be sent to it at 24 Grassy Plain Street, Bethel, Connecticut 06801, Attention: Christoph Hoedl with a copy to 150 North Martingale Road, Suite 840, Schaumburg, Illinois 60173, Attention: Louis T. Marosi, and in the case of any Borrower shall be sent to it at its principal place of business set forth on the first page of this Agreement with a copy to Much Shelist, 191 North Wacker Drive, Suite 1800, Chicago, Illinois, 60606, Attention: Mitchell S. Roth."

SECTION 5. COVENANTS Pyramid Stone covenants as follows, and agrees that its failure to comply with any of the following constitutes an Event of Default hereunder and the Loan Agreement:

5.1. **Budget.** With respect to Loans requested by Pyramid Stone to be used during the Forbearance Period, (a) Lender shall only advance Loans in the amount of \$100,000 to the extent required to pay those expenses enumerated in the budget provided to Lender and attached hereto as Exhibit B, such Budget to be acceptable to Lender in its sole discretion (as revised from time to time during the Forbearance Period subject to Lender's consent, the "**Budget**") as and when such expenses become due and payable, (b) Pyramid Stone shall maintain strict compliance with the Budget and (c) on or before October 23, 2007, Pyramid Stone shall provide evidence that the Loans provided for herein have been utilized pursuant to the Budget.

5.2. **Receivable Collections.** During the Forbearance Period, Pyramid Stone shall collect at least \$80,000 of its outstanding accounts receivable and on or before October 25, 2007, provide evidence to Lender of such collections.

5.3. **Bank Accounts.** Pyramid Stone shall take reasonable steps to promptly deliver evidence to Lender that all of its accounts at Fifth Third Bank have been closed.

5.4. **Financial Consultant.** Pyramid Stone has advised Lender that it has retained Lawrence Manson as its financial consultant (the "**Consultant**"). The parties agree that the Consultant is to prepare and provide a liquidity analysis, accounts receivable collection analysis and 30-day budget to Pyramid Stone and Lender on or before October 25, 2007.

5.5. **Assignment for the Benefit of Creditors.** An Event of Default shall occur under this Agreement, the Loan Agreement and the Other Agreements to the extent that the Trust Agreement terminates or the Assignment for the Benefit of Creditors ceases for any reason prior to the sale of Stone Warehouse's assets.

SECTION 6. REPRESENTATIONS AND WARRANTIES

Each of the Borrowers hereby represents, warrants and covenants as follows:

6.1. **Representations in Loan Agreement and the Other Agreements.** Each of the representations and warranties made by or on behalf of each of the Borrowers to Lender in the Loan Agreement and any of the Other Agreements was true and correct when made, and is, except for the Existing Defaults, true and correct on and as of the date of this Agreement with the same full force and effect as if each of such representations and warranties had been made by each of the Borrowers on the date hereof and in this Agreement.

6.2. **Binding Effect of Documents.** This Agreement has been duly authorized, executed and delivered to Lender by each of the Borrowers, is enforceable in accordance with its terms and is in full force and effect.

6.3. **No Conflict.** The execution, delivery and performance of this Agreement by each of the Borrowers will not violate any requirement of law or contractual obligation of either Borrower and will not result in or require the creation or imposition of any lien on any of its properties or revenues.

SECTION 7. CONDITIONS TO EFFECTIVENESS OF CERTAIN PROVISIONS OF THIS AGREEMENT

The effectiveness of the terms and provisions of Section 3.2 of this Agreement shall be subject to the following:

(a) Lender shall have received an original of (i) this Agreement, duly authorized, executed and delivered by each of the Borrowers, and (ii) an Acknowledgment, Reaffirmation and Release in the form attached hereto as Exhibit C, duly authorized, executed and delivered by 11 S. Eisenhower, LLC, Rodrigo Biscaya, Tomas Orozco and Carlo Verissimo; and

SECTION 8. MISCELLANEOUS

8.1. **Effect of Agreement.** Except as modified pursuant hereto, no other changes or modifications to the Loan Agreement and the Other Agreements are intended or implied and in all other respects the Loan Agreement and the Other Agreements hereby are ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent of conflict between the terms of this Agreement and the Loan Agreement and the Other Agreements, the terms of this Agreement shall govern and control. The Loan Agreement and this Agreement shall be read and construed as one agreement.

8.2. **Costs and Expenses.** Each of the Borrowers absolutely and unconditionally agrees to pay to Lender, on demand by Lender at any time, whether or not all or any of the transactions contemplated by this Agreement are consummated: all reasonable fees and disbursements of any counsel to Lender in connection with the preparation, negotiation, execution, or delivery of this Agreement and any agreements contemplated hereby and expenses which shall at any time be incurred or sustained by Lender or any participant of Lender or any of their respective directors, officers, employees or agents as a consequence of or in any way in connection with the

preparation, negotiation, execution, or delivery of this Agreement and any agreements contemplated hereby.

8.3. **Further Assurances.** At Borrowers' expense, the parties hereto shall execute and deliver such additional documents and take such further action as may be reasonably necessary or desirable to effectuate the provisions and purposes of this Agreement.

8.4. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

8.5. **Survival of Representations and Warranties.** All representations and warranties made in this Agreement or any other document furnished in connection with this Agreement shall survive the execution and delivery of this Agreement and such other documents, and no investigation by Lender or any closing shall affect the representations and warranties or the right of Lender to rely upon them.

8.6. **Release.**

(a) In consideration of the agreements of Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Borrowers, on behalf of itself and its successors, assigns, and its present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (the "Releasors"), hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Lender and its successors and assigns, and its present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Lender and all such other Persons being hereinafter referred to collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a "Claim" and collectively, "Claims") of every kind and nature, known or unknown, suspected or unsuspected, at law or in equity, which each of the Releasors may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the date of this Agreement, including, without limitation, for or on account of, or in relation to, or in any way in connection with this Agreement, the Loan Agreement or any of the Other Agreements or transactions hereunder or thereunder or any "lender liability" type claim.

(b) Each of the Borrowers, on its behalf and the Releasors, understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

(c) Each of the Borrowers, on its behalf and the Releasors, agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

8.7. Covenant Not to Sue. Each of the Borrowers, on behalf of itself and the Releasees, hereby absolutely, unconditionally and irrevocably covenants and agrees with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released, remised and discharged by each of the Borrowers pursuant to Section 8.6 above. If either Borrower or any of their successors, assigns or other legal representatives violates the foregoing covenant, each of the Borrowers, for itself and its successors, assigns and legal representatives, agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation.

8.8. Severability. Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement.

8.9. Reviewed by Attorneys. Each of the Borrowers represents and warrants to Lender that it (a) understands fully the terms of this Agreement and the consequences of the execution and delivery of this Agreement, (b) has been afforded an opportunity to discuss this Agreement with, and have this Agreement reviewed by, such attorneys and other persons as either Borrower may wish and (c) has entered into this Agreement and executed and delivered all documents in connection herewith of its own free will and accord and without threat, duress or other coercion of any kind by any Person. The parties hereto acknowledge and agree that neither this Agreement nor the other documents executed pursuant hereto shall be construed more favorably in favor of one than the other based upon which party drafted the same, it being acknowledged that all parties hereto contributed substantially to the negotiation and preparation of this Agreement and the other documents executed pursuant hereto or in connection herewith.

8.10. Governing Law: Consent to Jurisdiction and Venue. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE LOAN AGREEMENT AND ANY OF THE OTHER AGREEMENTS, THIS AGREEMENT, THE LOAN AGREEMENT AND THE OTHER AGREEMENTS AND THE RIGHTS AND LIABILITIES OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. EACH OF THE BORROWERS HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN CHICAGO, ILLINOIS SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN BORROWERS AND LENDER PERTAINING TO THIS AGREEMENT, THE LOAN AGREEMENT OR ANY OF THE OTHER AGREEMENTS OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LOAN AGREEMENT OR ANY OF THE OTHER AGREEMENTS; PROVIDED, THAT LENDER AND BORROWERS ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF ILLINOIS; AND FURTHER PROVIDED, THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE LENDER FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO COLLECT THE LIABILITIES, TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE LIABILITIES, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF LENDER. EACH OF THE BORROWERS EXPRESSLY SUBMITS AND CONSENTS IN

ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND EACH OF THE BORROWERS HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. EACH OF THE BORROWERS HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO BORROWERS AT THE ADDRESS SET FORTH IN THE LOAN AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF BORROWERS' ACTUAL RECEIPT THEREOF OR THREE (3) DAYS AFTER THE SAME HAS BEEN POSTED.

8.11. Mutual Waiver of Jury Trial. THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE AMONG LENDER AND BORROWERS ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, THE LOAN AGREEMENT OR ANY OF THE OTHER AGREEMENTS OR THE TRANSACTIONS RELATED THERETO.

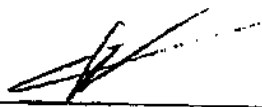
8.12. Counterparts. This Agreement may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement.

8.11. **Mutual Waiver of Jury Trial.** THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE AMONG LENDER AND BORROWERS ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, THE LOAN AGREEMENT OR ANY OF THE OTHER AGREEMENTS OR THE TRANSACTIONS RELATED THERETO.


8.12. **Counterparts.** This Agreement may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement.

IN WITNESS WHEREOF, this Agreement is executed and delivered as of the day and year first above written.

PYRAMID STONE MFG.

By 
 Name CARLO VERMICINO
 Title V. P.

STONE WAREHOUSE, LLC

By 
 Name Rodrigo Bizec
 Title _____

RZB FINANCE LLC

By _____
 Name _____
 Title _____

RZB FINANCE LLC

By _____
 Name _____
 Title _____

IN WITNESS WHEREOF, this Agreement is executed and delivered as of the day and year first above written.

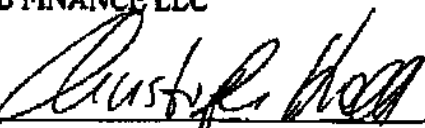
PYRAMID STONE MFG.

By _____
Name _____
Title _____

STONE WAREHOUSE, LLC

By _____
Name _____
Title _____

RZB FINANCE LLC

By  _____
Name **CHRISTOPH HOEDL**
Title **Group Vice President**

RZB FINANCE LLC

By  _____
Name **JOHN A. VALISKA**
Title **First Vice President**

EXHIBIT A
to
THIRD AMENDMENT AND FORBEARANCE AGREEMENT

The Existing Defaults arise under:

(a) subsection 15(b) of the Loan Agreement as a result of the default (i) by Pyramid Stone under subsection 13(b)(i) of the Loan Agreement for failure to deliver the monthly financial information required by such subsection for the month ended April 30, 2007, (ii) by each Borrower under subsection 13(b)(ii) of the Loan Agreement for failure to deliver the annual financial information required by such section for the fiscal year ended December 31, 2006, (iii) by Stone Warehouse under subsection 14(a) of the Loan Agreement for failure to comply with the maximum leverage ratio set forth therein for the periods ended September 30, 2006, December 31, 2006 and March 31, 2007, (iv) by Pyramid Stone under subsection 14(a) of the Loan Agreement for failure to comply with the maximum leverage ratio set forth therein for the period ended September 30, 2006, (v) by each Borrower under subsection 14(b) of the Loan Agreement for failure to comply with the maximum account dilution percentage set forth therein for the periods ended December 31, 2006, and March 31, 2007, (vi) by each Borrower under subsection 14(d) of the Loan Agreement for failure to comply with the maximum account turnover time periods set forth therein for the periods ended December 31, 2006, and March 31, 2007, and (vii) by Stone Warehouse under subsection 14(e) of the Loan Agreement for failure to comply with the minimum inventory turnover ratio set forth therein for the periods ended December 31, 2006, and March 31, 2007; and

(b) subsection 15(n) of the Loan Agreement as a result of a material adverse change in the business, assets and financial condition of Stone Warehouse.

EXHIBIT B
to
THIRD AMENDMENT AND FORBEARANCE AGREEMENT

Payroll and		
Payroll Taxes		up to \$90,000
Consultant	Week of 10-22-07	5,000
	Amt needed to get slabs in from Stone Design	
	which will allow us to complete jobs and collect	up to
Materials	approx \$40,000	22,000.00

EXHIBIT C
to
THIRD AMENDMENT AND FORBEARANCE AGREEMENT

ACKNOWLEDGMENT, REAFFIRMATION AND RELEASE

Reference is hereby made to that certain Loan and Security Agreement (as amended, restated, supplemented or modified from time to time, the "Loan Agreement") dated as of June 19, 2006, by and between RZB Finance LLC ("Lender"), Pyramid Stone Mfg. ("Pyramid Stone"), and Stone Warehouse, LLC ("Stone Warehouse" and together with Pyramid Stone, "Borrowers"). Unless defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Loan Agreement.

Each of the undersigned hereby (a) represents and warrants to Lender that the execution, delivery, and performance of this Acknowledgment, Reaffirmation and Release are, where applicable, within its corporate or organizational powers, have been duly authorized by all necessary corporate or other organizational powers or action, and are not in contravention of any law, rule, or regulation, or any order, judgment, decree, writ, injunction, or award of any arbitrator, court, or governmental authority, or of the terms of its charter or bylaws, or of any contract or undertaking to which it is a party or by which any of its properties is or may be bound or affected; (b) acknowledges and reaffirms its obligations, if any, owing to Lender under the Loan Agreement and each of the Other Agreements to which it is a party and (c) acknowledges, confirms and agrees that as of the close of business on September 30, 2007, Borrowers are jointly and severally indebted to Lender in respect of the Liabilities in the amount of \$2,411,792.26, which includes interest, but excludes attorneys fees yet to be billed and the Durkin Group field examination fee in the amount of \$6,637.65 for the Pyramid Stone audit.

Each of the undersigned (a) on behalf of itself and its successors, assigns, and its heirs, successors, assigns, present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives ("Releasers"), hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Lender, its successors and assigns, and its present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Lender and all such other Persons being hereinafter referred to collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a "Claim" and collectively, "Claims") of every kind and nature, known or unknown, suspected or unsuspected, at law or in equity, which the Releasers may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the date of this Agreement, including, without limitation, for or on account of, or in relation to, or in any way in connection with this agreement, the Loan Agreement, or any of the Other Agreements or transactions hereunder or thereunder or any "lender liability" type claim; (b) understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in


breach of the provisions of such release; and (c) agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above. The foregoing release is not applicable to any claim which first arises after the date of this agreement to the extent of acts or omissions of the Releasee after the date hereof.

The undersigned, on behalf of itself and each of the Releasors, hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released, remised and discharged by such undersigned pursuant to the release set forth above. If the undersigned or any of its successors, assigns or other legal representatives violates the foregoing covenant, the undersigned, for itself and each of the Releasors, agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation.

[signature on following page]

This Acknowledgment, Reaffirmation and Release is made this 19th day of October, 2007.


11 S. EISENHOWER, LLC




RODRIGO BISCAYA



TOMAS OROZCO



CARLO VERISSIMO



FIRST AMENDMENT TO FORBEARANCE AGREEMENT

This First Amendment to Forbearance Agreement (the "***Amendment***") dated as of October 26, 2007, is made by and among PYRAMID STONE MFG., an Illinois corporation ("***Pyramid Stone***"), STONE WAREHOUSE, LLC, an Illinois limited liability company ("***Stone Warehouse***") and together with Pyramid Stone, the "***Borrowers***") and RZB FINANCE LLC ("***Lender***").

RECITALS:

WHEREAS, Lender and Borrowers have entered into certain financing arrangements pursuant to the Loan and Security Agreement dated as of June 19, 2006, by and among Lender and Borrowers (and as amended hereby, and as the same may have heretofore been or may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "***Loan Agreement***");

WHEREAS, Lender and Borrowers entered into that certain Third Amendment and Forbearance Agreement dated October 19, 2007 (the "***Forbearance Agreement***") and capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Forbearance Agreement;

WHEREAS, Borrowers have requested that Lender continue to forbear from exercising its rights as a result of the Existing Defaults, which are continuing, and that Lender provide further financial accommodations to Borrowers notwithstanding such Existing Defaults;

WHEREAS, Lender is willing to agree to continue to forbear from exercising certain of its rights and remedies and provide certain other financial accommodations to Borrowers solely for the period and on the terms and conditions specified herein;

NOW, THEREFORE, in consideration of the foregoing, and the respective agreements, warranties and covenants contained herein, the parties hereto agree as follows:

SECTION 1. AMENDMENT TO FORBEARANCE AGREEMENT

1.1. The definition of "Exhibit Defaults" in Section 1.2(a), and Exhibit A, of the Forbearance Agreement are hereby amended to add the following Event of Default: "(c) subsection 15(b) of the Loan Agreement as a result of the default by Pyramid Stone under subsection 13(b)(i) of the Loan Agreement for failure to deliver the monthly financial information required by such subsection for the month ended September 30, 2007."

1.2. Section 3.2(a) of the Forbearance Agreement is hereby amended by deleting the reference to "October 26, 2007" therein and inserting "November 5, 2007" in lieu thereof.

1.3. Section 5.1 of the Forbearance Agreement is hereby amended and restated in its entirety as follows:

"5.1 Budget. With respect to Loans requested by Pyramid Stone to be used during the Forbearance Period, (a) Lender shall only advance Loans

in the amount of \$100,000 to the extent required to pay those expenses enumerated in the budget provided to Lender and attached hereto as Exhibit B, such Budget to be acceptable to Lender in its sole discretion (as revised from time to time during the Forbearance Period subject to Lender's consent, the "**Budget**") as and when such expenses become due and payable, (b) Pyramid Stone shall maintain strict compliance with the Budget and (c) on or before November 2, 2007, Pyramid Stone shall provide evidence that the Loans provided for herein have been utilized pursuant to the Budget."

1.4. Section 5.2 of the Forbearance Agreement is hereby amended and restated in its entirety as follows:

"5.2 Receivable Collections. During the Forbearance Period, Pyramid Stone shall collect at least \$100,000 of its outstanding accounts receivable and on or before November 2, 2007, provide evidence to Lender of such collections."

1.5. Section 5 of the Forbearance Agreement is hereby amended to add Subsection 5.6 therein as follows:

"5.6 Reporting. On or before November 2, 2007, Pyramid Stone shall provide Lender (a) a chart showing sales for a three-week period through the week ending October 26, 2007 and (b) an inventory count and costing, provided that a representative of Lender shall be present.

SECTION 2. REPRESENTATIONS AND WARRANTIES

Each of the Borrowers hereby represents, warrants and covenants as follows:

2.1. **Representations in Loan Agreement and the Other Agreements.** Each of the representations and warranties made by or on behalf of each of the Borrowers to Lender in the Loan Agreement and any of the Other Agreements was true and correct when made, and is, except for the Existing Defaults, true and correct on and as of the date of this Amendment with the same full force and effect as if each of such representations and warranties had been made by each of the Borrowers on the date hereof and in this Amendment.

2.2. **Representations in this Amendment.** A breach of any of the representations and warranties made by or on behalf of each of the Borrowers to Lender in this Amendment shall constitute a default and an Event of Default under the Loan Agreement and the Other Agreements.

2.3. **Binding Effect of Documents.** This Amendment has been duly authorized, executed and delivered to Lender by each of the Borrowers, is enforceable in accordance with its terms and is in full force and effect.

2.4. **No Conflict.** The execution, delivery and performance of this Amendment by each of the Borrowers will not violate any requirement of law or contractual obligation of either

Borrower and will not result in or require the creation or imposition of any lien on any of its properties or revenues.

SECTION 3. CONDITIONS TO EFFECTIVENESS

The effectiveness of this Amendment shall be subject to the following conditions precedent, each in form and substance satisfactory to Lender:

3.1. receipt by Lender of an original of this Amendment, duly authorized, executed and delivered by Borrowers and Lender;

3.2. receipt by Lender of an original of the Reaffirmation and Release attached to this Amendment as Exhibit B, duly authorized, executed and delivered by 11 S. Eisenhower, LLC, Rodrigo Biscaya, Tomas Orozco and Carlo Verissimo; and

3.3. no default or Event of Default other than the Existing Defaults shall have occurred and be continuing.

SECTION 4. MISCELLANEOUS

4.1. **Effect of Amendment.** Except as modified pursuant hereto, no other changes or modifications to the Loan Agreement or any of the Other Agreements are intended or implied and in all other respects the Loan Agreement and the Other Agreements hereby are ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent of conflict between the terms of this Amendment and Loan Agreement or any of the Other Agreements, the terms of this Amendment shall govern and control.

4.2. **Costs and Expenses.** Each of the Borrowers absolutely and unconditionally agrees to pay to Lender, on demand by Lender at any time, whether or not all or any of the transactions contemplated by this Amendment are consummated: (a) all reasonable fees and disbursements of any counsel to Lender in connection with the preparation, negotiation, execution, or delivery of this Amendment and any agreements contemplated hereby and (b) reasonable expenses, which shall at any time be incurred or sustained by Lender or any of its directors, officers, employees or agents as a consequence of or in any way in connection with the preparation, negotiation, execution, or delivery of this Amendment and any agreements contemplated hereby. Nothing in this Section 4.2 shall in any way limit the obligations of Borrowers to pay to Lender any and all costs, fees and expenses pursuant to the terms of the Loan Agreement.

4.3. **Further Assurances.** At Borrowers' expense, the parties hereto shall execute and deliver such additional documents and take such further action as may be necessary or desirable to effectuate the provisions and purposes of this Amendment.

4.4. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

4.5. **Survival of Representations and Warranties.** All representations and warranties made in this Amendment or any other document furnished in connection with this Amendment shall survive the execution and delivery of this Amendment and the other documents, and no

investigation by Lender or any closing shall affect the representations and warranties or the right of Lender to rely upon them.

4.6. Release.

(a) In consideration of the agreements of Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Borrowers, on behalf of itself and its successors, assigns, and its present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (the "Releasors"), hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Lender and its successors and assigns, and its present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Lender and all such other Persons being hereinafter referred to collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a "Claim" and collectively, "Claims") of every kind and nature, known or unknown, suspected or unsuspected, at law or in equity, which each of the Releasors may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the date of this Amendment, including, without limitation, for or on account of, or in relation to, or in any way in connection with this Amendment, the Loan Agreement or any of the Other Agreements or transactions hereunder or thereunder or any "lender liability" type claim.

(b) Each of the Borrowers, on its behalf and the Releasors, understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

(c) Each of the Borrowers, on its behalf and the Releasors, agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

4.7. Covenant Not to Sue. Each of the Borrowers, on behalf of itself and the Releasors, hereby absolutely, unconditionally and irrevocably covenants and agrees with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released, remised and discharged by each of the Borrowers pursuant to Section 4.6 above. If any Releasor violates the foregoing covenant, each of the Borrowers, on behalf of itself and the Releasors, agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation.

4.8. Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment.

4.9. **Reviewed by Attorneys.** Each of the Borrowers represents and warrants to Lender that it (a) understands fully the terms of this Amendment and the consequences of the execution and delivery of this Amendment, (b) has been afforded an opportunity to discuss this Amendment with, and have this Amendment reviewed by, such attorneys and other persons as either Borrower may wish and (c) has entered into this Amendment and executed and delivered all documents in connection herewith of its own free will and accord and without threat, duress or other coercion of any kind by any Person. The parties hereto acknowledge and agree that neither this Amendment nor the other documents executed pursuant hereto shall be construed more favorably in favor of one than the other based upon which party drafted the same, it being acknowledged that all parties hereto contributed substantially to the negotiation and preparation of this Amendment and the other documents executed pursuant hereto or in connection herewith.

4.10. **Governing Law: Consent to Jurisdiction and Venue.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE LOAN AGREEMENT AND ANY OF THE OTHER AGREEMENTS, THIS AMENDMENT, THE LOAN AGREEMENT AND THE OTHER AGREEMENTS AND THE RIGHTS AND LIABILITIES OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. EACH OF THE BORROWERS HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN CHICAGO, ILLINOIS SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN BORROWERS AND LENDER PERTAINING TO THIS AMENDMENT, THE LOAN AGREEMENT OR ANY OF THE OTHER AGREEMENTS OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AMENDMENT, THE LOAN AGREEMENT OR ANY OF THE OTHER AGREEMENTS; PROVIDED, THAT LENDER AND BORROWERS ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF ILLINOIS; AND FURTHER PROVIDED, THAT NOTHING IN THIS AMENDMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE LENDER FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO COLLECT THE LIABILITIES, TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE LIABILITIES, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF LENDER. EACH OF THE BORROWERS EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND EACH OF THE BORROWERS HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. EACH OF THE BORROWERS HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO BORROWERS AT THE ADDRESS SET FORTH IN THE LOAN AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF BORROWERS' ACTUAL RECEIPT THEREOF OR THREE (3) DAYS AFTER THE SAME HAS BEEN POSTED.

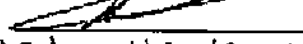
4.11. Mutual Waiver of Jury Trial. THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE AMONG LENDER AND BORROWERS ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AMENDMENT, THE LOAN AGREEMENT OR ANY OF THE OTHER AGREEMENTS OR THE TRANSACTIONS RELATED THERETO.

4.12. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement.

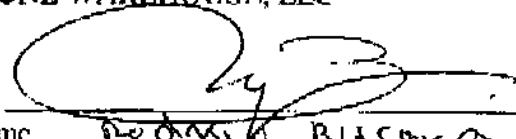
[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, this Amendment is executed and delivered as of the day and year first above written.

PYRAMID STONE MFG.

By 
Name CARLO VERISSIMO
Title V.P.

STONE WAREHOUSE, LLC

By 
Name Richard Buccia
Title President

RZB FINANCE LLC

By _____
Name _____
Title _____

RZB FINANCE LLC

By _____
Name _____
Title _____

Glenview Consent

IN WITNESS WHEREOF, this Amendment is executed and delivered as of the day and year first above written.

PYRAMID STONE MFG.

By _____
Name _____
Title _____


STONE WAREHOUSE, LLC

By _____
Name _____
Title _____

RZB FINANCE LLC

By  _____
Name _____
Title **CHRISTOPH HOEDL**
Group Vice President

RZB FINANCE LLC

By  _____
Name _____
Title **RANDALL ABRAMS**
Vice President

Glenview Consent

EXHIBIT A
to
FIRST AMENDMENT TO FORBEARANCE AGREEMENT

Mortgage	up to \$8,500
Materials	up to \$35,000
Payroll and	
Payroll	
Taxes	up to \$36,500
Vendor	
Payments	up to \$15,000
Consultant	\$5,000

EXHIBIT B
to
FIRST AMENDMENT TO FORBEARANCE AGREEMENT
ACKNOWLEDGMENT, REAFFIRMATION AND RELEASE

Reference is hereby made to that certain Loan and Security Agreement (as amended, restated, supplemented or modified from time to time, the "Loan Agreement") dated as of June 19, 2006, by and between RZB Finance LLC ("Lender"), Pyramid Stone Mfg. ("Pyramid Stone"), and Stone Warehouse, LLC ("Stone Warehouse" and together with Pyramid Stone, "Borrowers"). Unless defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Loan Agreement.

Each of the undersigned hereby (a) represents and warrants to Lender that the execution, delivery, and performance of this Acknowledgment, Reaffirmation and Release are, where applicable, within its corporate or organizational powers, have been duly authorized by all necessary corporate or other organizational powers or action, and are not in contravention of any law, rule, or regulation, or any order, judgment, decree, writ, injunction, or award of any arbitrator, court, or governmental authority, or of the terms of its charter or bylaws, or of any contract or undertaking to which it is a party or by which any of its properties is or may be bound or affected; (b) acknowledges and reaffirms its obligations, if any, owing to Lender under the Loan Agreement and each of the Other Agreements to which it is a party and (c) acknowledges, confirms and agrees that as of the close of business on September 30, 2007, Borrowers are jointly and severally indebted to Lender in respect of the Liabilities in the amount of \$2,411,792.26, which includes interest, but excludes attorneys fees yet to be billed and the Durkin Group field examination fee in the amount of \$6,637.65 for the Pyramid Stone audit.

Each of the undersigned on behalf of itself and its successors, assigns, and its present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (the "Releasors"), (a) hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Lender and its successors and assigns, and its present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Lender and all such other Persons being hereinafter referred to collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a "Claim" and collectively, "Claims") of every kind and nature, known or unknown, suspected or unsuspected, at law or in equity, which each of the Releasors may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the date of this Amendment, including, without limitation, for or on account of, or in relation to, or in any way in connection with this Amendment, the Loan Agreement or any of the Other Agreements or transactions hereunder or thereunder or any "lender liability" type claim; understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in


breach of the provisions of such release; and agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above. The foregoing release is not applicable to any claim which first arises after the date of this agreement to the extent of acts or omissions of the Releasee after the date hereof.

Each of the undersigned, on behalf of itself and the Releasors, hereby absolutely, unconditionally and irrevocably covenants and agrees with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released, remised and discharged by such undersigned pursuant to the release set forth above. If the undersigned or any Releasor violates the foregoing covenant, each of the undersigned, on behalf of itself and the Releasors, agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation.

[signature on following page]

This Acknowledgment, Reaffirmation and Release is made this 26th day of October, 2007.


11 S. EISENHOWER, LLC



RODRIGO BISCAYA



TOMAS OROZCO



CARLO VERISSIMO

